

2014 WL 4437393 (Ill.Cir.Ct.) (Trial Pleading)
Circuit Court of Illinois.
County Department
Chancery Division
Cook County

Molly SWEET Molly Sweet as an individual, as a member of the Wilson-Windsor Partners,
LLC and as beneficiary and successor trustee of the Irwin B. Sweet Trust, Plaintiffs,

v.

Bonnie BOMBERG, individually, and as Managing member of the Wilson-Windsor Partners, LLC and Jacob
Bomberg individually, and as former Managing member of the Wilson-Windsor Partners, LLC., Defendants.

No. 2014-CH-14128.
August 29, 2014.

Complaint for Accounting and Immediate Distribution of Assets

Patricia Handlin, 1180 N. Milwaukee Avenue, third floor, Chicago, Illinois 60642, Attorney No. 36544.

[Samuel Tenenbaum](#), Tenenbaum Law, LLC, 140 S. Dearborn, suite 411, Chicago, Illinois 60603, Attorney No. 44023, for
plaintiffs Molly Sweet.

NOW COMES the Plaintiff, MOLLY SWEET, as an Individual, as a member of the Wilson-Windsor Partners, LLC and as
successor trustee and beneficiary of the Irwin B. Sweet Trust, through her attorneys, Patricia Handlin and J. Samuel Tenenbaum
and alleges as follows:

GENERAL ALLEGATIONS

1. The Wilson-Windsor Partners, LLC (hereafter "LLC") was established in 1996 by Molly Sweet, Bonnie Bomberg, Jacob Bomberg and Irwin Sweet as trustee of the Irwin B. Sweet Trust through an Operating Agreement dated June 17, 1996 (hereafter "Operating Agreement"). Exhibit A.
2. The sole business of the LLC is the operation of a single room occupancy hotel (hereafter "SRO") in the Uptown neighborhood of Chicago. The LLC owns a 100% interest in the building in which the SRO is operated, commonly known as 915 W. Wilson, Chicago, Illinois. Title to this building is held by Chicago Title and Trust Company. Exhibit B.
3. Molly Sweet and Irwin Sweet were married and are the parents of Bonnie Bomberg. Jacob Bomberg was Bonnie Bomberg's husband when the LLC was created; Jacob and Bonnie Bomberg were divorced on or about June 27, 2012. Irwin Sweet died on November 20, 2008. Molly Sweet is 90 years old. Thus, the remaining members of the LLC are Molly Sweet (hereafter "Molly"), Bonnie Bomberg (hereafter "Bonnie"), Jacob Bomberg and Irwin Sweet's interest remains held by the Irwin B. Sweet Trust of which Molly Sweet is the sole successor beneficiary and successor trustee. A share of the LLC was provided for the two minor children of Jacob Bomberg and Bonnie Bomberg, Jared Bomberg and Ian Bomberg. Jacob and Bonnie. Bomberg were the custodians of a 4.84% to each child
4. Between June 17, 1996 and August 2010, Jacob Bomberg was the sole managing member of the LLC. During August 2010 Bonnie Bomberg replaced Jacob Bomberg as the sole managing member of the LLC.

5. During 2000 and prior, a dispute arose among members of the LLC regarding the failure to make monthly payments to Molly and Irwin Sweet as is required under the Operating Agreement. This dispute was resolved and a written Agreement was entered into by all members of the LLC on August 23, 2000. (hereafter "2000 Agreement") Exhibit D.
6. The 2000 Agreement provides that distributions of \$5000 per month total are to be paid to Molly and Irwin Sweet, as trustee of the Irwin B. Sweet Trust, during their lifetimes, with payments continuing unabated until the last of Molly and Irwin Sweet has passed away. These payments are in addition to their ownership interests in the LLC and in addition to distributions of income from the LLC as set forth in the original Operating Agreement.
7. The payments under the 2000 Agreement are personally guaranteed by Bonnie Bomberg and by Jacob Bomberg.
8. Pursuant to the 2000 Agreement, a separate Escrow Agreement was established which provided that if the payments under the 2000 Agreement were made, that the interests of Molly and Irwin as trustee of the Irwin B. Sweet Trust would pass to Bonnie Bomberg upon the demise of both Molly and Irwin Sweet.
9. The \$5000 per month payments continued through September 2010. No payments were made in October, November and December 2010; a partial payment was made during January 2011; payments were made between February 1, 2011 and January 31, 2012; and, then, all payments ceased on February 1, 2012.
10. Pursuant to the 2000 Agreement, a written notice of default must be provided to Bonnie and Jacob Bomberg in the event of a failure to pay the required monthly sum of \$5000. The 2000 Agreement provides a 15 day period of time within which the default may be cured. Should the full payment not be made within the 15 day period of time, Molly and Irwin as trustee may demand return of the escrowed documents and take action to collect the sum of money which is then owed.
11. A notice of default was sent to Bonnie on April 6, 2014, as an individual and as the managing member of the LLC. On July 15, 2014, an updated and supplemental notice of default was served personally upon Bonnie and upon Jacob Bomberg.
12. Bonnie failed to cure the default within the 15 day period allowed under the 2000 Agreement pursuant to the April 6, 2014 notice of default and has failed to cure under the supplemental July 15, 2014 notice of default.
13. Since becoming the managing member of the LLC, Bonnie has acted unilaterally in matters regarding the Wilson-Windsor Partners, LLC without the advice, involvement, or consent of other members of the LLC. This includes, but is not limited to, refusing to provide information regarding income and expenditures of the LLC, negotiating and entering into a contract for sale of the real estate commonly known as 915 W. Wilson, Chicago, Illinois, without informing Plaintiff Molly Sweet and refusing to communicate to Molly the status of the sale.
14. Molly has requested that Bonnie provide to her a complete accounting of the LLC and status of sale of the real estate. Bonnie has failed to provide an accounting, has refused to provide any information regarding the operation of the LLC and has refused to provide information regarding status of the sale.
15. Molly is dependent upon the \$5000 monthly payments for her needs of daily living.
16. Bonnie has asserted that on July 27, 2012, Molly signed a document which gave to Bonnie Molly's entire interest in the LLC and a subsequent document which waived payment of the \$5000 per month pursuant to the 2000 Agreement.
17. Molly denies that she has in any way knowingly or voluntarily relinquished her interest as an individual in the LLC or in the monthly payment.
18. Bonnie now asserts that Molly signed a document which relinquished the interest of the Irwin B. Sweet Trust in the LLC.

19. Molly denies that she has in any way relinquished to Bonnie or to any other individual or entity the interest of the Irwin B. Sweet Trust in the LLC, in her capacity as successor trustee and beneficiary of the trust, and denies that she waived the right to payment of the \$5000 monthly sum.

20. Molly is a vulnerable 90 year old woman who resides in an independent living facility and who suffers with a serious heart condition and macular degeneration. She requires the services of a care giver for some of her needs of daily living. Molly is the mother of three (3) children, Bonnie Bomberg, George Sweet and Sheila Supera.

21. In the capacity as managing member of the LLC, Bonnie owes a fiduciary duty to Molly as a member and to the successor trustee and beneficiary of the Irwin B. Sweet Trust.

22. Bonnie sought to and has emotionally **abused** and intimidated Molly for a number of years, both in person and by telephone.

23. Bonnie exerted intimidation and relentless emotional **abuse** and pressure against Molly when she presented documents to Molly to sign in relation to the LLC, insisting and demanding that Molly sign the documents in her presence, then and there, without affording to Molly an opportunity to read the document and without allowing an opportunity for Molly to consult with counsel or other trusted advisors. This included, but was not limited to the document dated July 27, 2012, which was prepared by Bonnie.

24. Bonnie's behavior toward Molly was so extreme that Bonnie was barred from entering the building where Molly resides, which was communicated both personally and through counsel.

25. An **elder abuse** complaint was made against Bonnie as the result of her refusal to stop this pattern of emotional **abuse** and intimidation of Molly. A case of financial exploitation and emotional **abuse** of Molly has been investigated and sustained against Molly through the Illinois Department on Aging **elder abuse** program and agency.

26. Bonnie exerted emotional **abuse** and intimidation against Molly in order to obtain her signature on documents which benefitted Bonnie, to Molly's detriment.

27. Molly has not knowingly nor intentionally signed any document which transfers her interest in the LLC to Bonnie or waives her right to receive the monthly payment under the 2000 agreement.

COUNT I ACCOUNTING AS MANAGING MEMBER OF THE LLC

28. Plaintiff incorporates the foregoing Paragraphs 1-27 of the General Allegations and as Paragraph 28 of Count 1 as if more fully stated herein.

29. As managing member of the LLC, Bonnie has a fiduciary duty to regularly account to any and all members pursuant to the terms of the Operating Agreement dated June 17, 1996 and the 2000 Agreement.

30. The managing member has a duty to keep regular and accurate accounts during operation of the business, from which it can be ascertained what property has come into the LLC, what has passed out and what remains therein, including receipts and disbursements in cash, and the sources from which they came, to whom paid and for what purpose.

31. Bonnie has not provided a complete accounting of her actions as managing member of the Wilson-Windsor Partners LLC during her entire course as managing member of the LLC.

32. Molly Sweet, as a member and as trustee of the Irwin B. Sweet Trust, has a right to, and has repeatedly requested a complete accounting of Bonnie's activities as managing member of the LLC.

33. Because of Bonnie's failure and refusal as aforesaid, Molly does not have sufficient information to know the full extent of or to enforce her rights under the LLC, or to prevent or redress a breach of trust regarding the operation of the LLC.

WHEREFORE, Plaintiff Molly Sweet, prays for this Court to order the following:

A. Defendant Bonnie Bomberg provide a complete and verified Accounting to this Court and to the Plaintiff as to all the assets owned by the Wilson Windsor Partners LLC and all receipts, expenditures, disbursements and distributions that have been made from August 2010 to the current date;

B. Removal of Bonnie Bomberg as managing member of the LLC and replace her with a management firm acceptable to Molly Sweet;

C. Compensation to Plaintiff for the loss of income and the value of any assets that were diminished since August 2010 as a result of any malfeasance or mismanagement by Defendant Bonnie Bomberg;

D. Placement of all income and assets of the LLC in escrow pending determination by this Honorable Court of the loss suffered by Plaintiff due to the conduct of Bonnie Bomberg as managing member of the LLC;

E. To require that any sale of assets belonging to the LLC be authorized by this Honorable Court;

F. To charge Defendant Bonnie Bomberg personally with Plaintiffs' attorneys' fees, costs and expenses incurred in connection with this lawsuit; and

G. Any other relief this honorable Court deems just and proper.

COUNT II DISTRIBUTION OF ALL LLC ASSETS

34. Plaintiff incorporates the foregoing Paragraphs 1-33 of the General Allegations and Count I as Paragraph 34 of Count II as if more fully stated herein.

35. Pursuant to the terms of the LLC, the income and assets are to be distributed in shares allowing to Molly and the Irwin Sweet Trust a 38.74% share, allowing to Jacob Bomberg and Bonnie Bomberg a 39.47% share and allowing to Bonnie Bomberg and Jacob Bomberg as custodians of their minor children Jared Bomberg and Ian Bomberg a share of 4.84% to each child. In addition, Molly Sweet and the Irwin B. Sweet Trust are entitled to combined monthly distributions of \$5000 per month under the terms of the 2000 Agreement.

36. Bonnie, as managing member of the LLC, refuses to distribute any income or assets of the LLC to Molly or to the Irwin B. Sweet Trust. Bonnie has refused to pay to Molly or to the Irwin B. Sweet Trust the required payment of \$5000 per month. No payments were made during the last three (3) months of 2010, a partial payment was made during the first month 2011, and no payments at all were made during 2012, 2013 and 2014 to date.

WHEREFORE, Plaintiff Molly Sweet, prays for this Court to order the following:

A. Bonnie Bomberg shall distribute remaining assets of the LLC, including but not limited to the proceeds from sale of 915 W. Wilson, Chicago, Illinois to the members of the LLC, including, but not limited to Molly Sweet as an individual and

as beneficiary of the Irwin B. Sweet Trust; and pay to Molly Sweet the total monthly payments owed pursuant to the 2000 Agreement.

B. An order charging Defendant, Bonnie Bomberg, personally with Plaintiff's attorneys' fees, costs and expenses incurred in connection with this lawsuit. C. Any other relief this honorable Court deems just and proper.

COUNT III BREACH OF FIDUCIARY DUTY

37. Plaintiff incorporates the foregoing Paragraphs 1-36 of the General Allegations and Counts I and II as Paragraph 37 of Count III as if more fully stated herein.

38. At all times relevant hereto Bonnie was in a fiduciary relationship with Molly and Molly reposed trust and confidence in Bonnie.

39. Bonnie utilized the trust and confidence reposed in her by Molly to secure personal benefit by securing Molly's signature on documents which purport to transfer Molly's interest in the LLC to Bonnie and which purport to relinquish Molly's right to receive income in the amount of \$5000 per month from the LLC.

40. Bonnie stopped paying to Molly the required and agreed upon \$5000 per month payment.

41. Bonnie refused to pay to Molly any profits from the LLC as is required under the Operating Agreement and 2000 Agreement.

42. At all times relevant hereto, Bonnie has maintained possession of all profits from the LLC.

43. As a direct and proximate result of Bonnie's breach of fiduciary duty to Molly, Molly has suffered financial loss and injury in that she has been deprived of funds to which she is entitled and which are necessary for her care and support.

44. Bonnie has, through the exercise of emotional **abuse** and intimidation against Molly, sought to transfer all interest in the LLC held by Molly to herself, Bonnie, for her own financial gain and benefit.

45. At all times relevant hereto, Molly has been suffering with the effects of old age, a serious heart condition and macular degeneration.

WHEREFORE, Plaintiff Molly Sweet, prays for this Court to order the following:

A. Bonnie Bomberg shall distribute remaining assets of the LLC, including but not limited to the proceeds from sale of 915 W. Wilson, Chicago, Illinois to the members of the LLC, including, but not limited to Molly Sweet as an individual and as beneficiary of the Irwin B. Sweet Trust;

B. Bonnie Bomberg shall pay to Molly the sum of \$193,915 representing the unpaid \$5000 per month owed to Molly as of June 30, 2014;

C. An order charging Defendant, Bonnie Bomberg, personally with Plaintiffs attorneys' fees, costs and expenses incurred in connection with this lawsuit.

D. Any other relief this honorable Court deems just and proper.

Respectfully Submitted,

Molly Sweet

By:

One of her Attorneys

Patricia Handlin

Samuel Tenenbaum

Tenenbaum Law, LLC

140 S. Dearborn, suite 411

Chicago, Illinois 60603

Attorney No. 44023

Patricia Handlin

1180 N. Milwaukee Avenue

third floor

Chicago, Illinois 60642

Attorney No. 36544

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